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the later case of *Layton v. Monroe*, 50 La. Ann. 121, an injunction was issued to restrain the holding of an election on the question of the extension of the corporate limits of a municipality where it appears that the requisites prescribed by the statute as conditions precedent to the holding of an election have not been complied with.

INJUNCTION—PERSUASION OF SERVANTS TO LEAVE EMPLOYMENT.—The defendant, a labor union, attempted to induce and persuade by peaceable means the employees of complainant to quit their employment. The complainant filed a bill for injunction. *Held*, an injunction should be granted even though there were no binding contract of service but a mere service at will. That the statute of the state providing that "it shall not be unlawful for two or more persons to unite, combine or bind themselves by oath, covenant, agreement, alliance or otherwise to persuade, advise or encourage by peaceable means any person or persons to enter into any combination for or against leaving or entering into the employment of any person, persons or corporations," did not protect the defendant. (GARRISON, SWAYZE, MINTURN, and BOGERT, JJ. dissenting.) *George Jonas Glass Co. v. Glass Bottle Blowers' Ass'n.* (N. J. Eq. 1911) 79 Atl. 262.

As a general rule labor has the right to organize to secure control of a trade or work connected therewith and in the absence of a breach of contract or the use of violence, intimidation, or coercion, acts by which it endeavors to effect such purpose will not be enjoined on the ground that it may be injurious to individual business. 24 Cyc. 830; *National Protective Assoc. v. Cumming*, 170 N. Y. 315, 63 N. E. 369, 88 Am. St. Rep. 648, 58 L. R. A. 135. An injunction will not be granted against striking employees to prevent their using peaceful entreaty and persuasion to induce others to leave the employment of another where no intimidation is used. *Consolidated Steel Co. v. Murray*, 80 Fed. 811; *Standard Tube Co. v. Union*, 7 Oh. N. P. 87; *Everett Co. v. Union*, 105 Va. 188, 53 S. E. 273, 5 L. R. A. (N. S.) 792. If, however, an attempt is made to induce a party to violate a contract to render services, equity will interfere by injunction if the damage is irreparable. *Erdman v. Mitchell*, 207 Pa. St. 79, 56 Atl. 327, 99 Am. St. Rep. 783, 63 L. R. A. 534; *Carroll v. Chesapeake Co.*, 124 Fed. 305. In Massachusetts, it seems that persuading employees to quit their employment whether under contract or not will be enjoined. *Vegelahn v. Guntner*, 167 Mass. 92, 35 L. R. A. 722, 57 Am. St. Rep. 443, 47 N. E. 1077. Also, one using threats, intimidation, violence, abusive, or violent language to persuade employees to leave their employment will be enjoined. *Southern Ry. Co. v. Union*, 111 Fed. 49. But in so far as the principal case enjoins the defendant from persuading by peaceful means the employees of the complainant, who are not under contract, to quit, it is against the weight of authority.

MASTER AND SERVANT—NO "CONSTRUCTIVE SERVICE" AFTER WRONGFUL DISCHARGE.—P. was employed by D. for eighteen weeks at \$25.00 per week, payable weekly. At the end of the ninth week P. was discharged without cause, and paid her wages in full to that date. At the end of the following week P. sued before a justice of the peace for a week's wages and recovered a